

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FILED IN CLERK'S OFFICE
U.S.D.C. - Atlanta

SEP 23 2013

JAMES M. HARTEN, Clerk
BY: *[Signature]*
Deputy Clerk

JEC

NATHALIE NDAW COLATO

Plaintiff

vs.

AIRWATCH

Defendant

1:13-CV-3157

TITLE VII COMPLAINT

1. Plaintiff resides at 42 POPLAR STREET
PORTERDALE, GEORGIA, 30014

2. Defendant(s) names (s) AIRWATCH
JOHN MARSHALL - CEO

Location of principal office(s) of the named defendant(s) _____
1155 PERIMETER CENTER WEST
ATLANTA, GEORGIA 30328

Nature of defendant(s) business MOBILE SECURITY

Approximate number of individuals employed by defendant(s) + 1000

***Note:** This is a form complaint provided by the Court for pro se litigants who wish to file an employment discrimination lawsuit. It is not intended to be used for other kinds of cases.

3. This action is brought pursuant to Title VII of the Civil Rights Act of 1964 for employment discrimination. Jurisdiction is specifically conferred on the court by 42 U.S.C. § 2000e-5. Equitable and other relief are also brought under 42 U.S.C. §e-5(g).

4. The acts complained of this suit concern:

- A. _____ Failure to employ me.
B. X Termination of my employment.
C. _____ Failure to promote me.
D. _____ Other (Specify) _____

5. Plaintiff:

- A. _____ presently employed by the defendant.
B. X not presently employed by the defendant. The dates of plaintiff's employment were _____.
The reasons plaintiff was given for termination of employment is/are:
(1) X plaintiff was discharged.
(2) _____ plaintiff was laid off.
(3) _____ plaintiff left the job voluntarily.

6. Defendant(s) conduct is discriminatory with respect to the following:

- A. _____ my race
B. _____ my religion.
C. _____ my sex.
D. _____ my national origin.
E. _____ Other (specify) MY AGE AND MEDICAL CONDITION

7. The name(s), race, sex and the position or title of the individual(s) who allegedly discriminated against me during the period of my employment with the defendant company is/are:

NORDINE SEBKHI - MALE - NORTH AFRICAN ORIGINS - MANAGER

YANCEY LAROCHELLE-WILLIAMS - MALE - FRENCH ISLANDS - TEAM LEAD

-
8. Describe the discriminatory actions or events you are complaining of in this lawsuit. Give factual detail, including names and dates concerning what happened. You do not need to refer to any statutes or cite law.
-

PLEASE READ ATTACHED

8.

I have started with Airwatch on January 21st with an intensive training week. The French team was short and had a lot to catch up and to correct as far as translation, Bing translation was obviously used a lot and completely none accurate and many times changing the meaning of many of the contents. I have spent 2 month squeezing my brain to deliver the most accurate and meaningful translation technology wise. I was thrown in the Lions in this mobile security world and asked by the team lead to translate marketing materials that should not have been part of my duties as new recruit but his. I did the work very seriously as the interest of potential European customers would lean on how these documents would impact them. I even requested that certain paragraphs left in English be translated in French as no one seemed to understand how negative it would be taken by the French customer to have to read in English things he may not understand. The request was taken to the marketing and law department and was granted. I also instigated training sessions that also were granted and given by Yancey Larochelle-Williams for new recruits like myself but also the newest ones that seemed lost and not understanding half of what they had learned during training. It occurred to me that it was essential for translators to fully understand the product in order to give the best work as the marketing of the company abroad depended on us, translators.

The first three weeks were very intense as the pressure was strong, the Manager seemed to be very pressurized and therefore was pressurizing everybody, sometimes he wouldn't bother answering questions and people seemed to stay away when he was in that mode.

Mid February 4 new recruits joined the team including one for the French team I was in. Almost 20 years old younger than myself but, I understood later, the perfect fit for the rest of the team as the average age turned around early twenties to late thirties, except for a couple of Asian translators. I am 48 Years old but do not look my age and nobody in the team obviously knew I was closer to 50 than 30, until my new French colleague asked me and looked chocked for some reason, she then told a few other translators: "do you believe she is almost 50...?" I must say that it was annoying even though I don't look my age I felt pointed out like I was an Alien. maybe at one point my attitude might have showed my age afterwards as I wouldn't find funny the few under the belt jokes and other comments the Manager and the Team Lead would make on some wrong pronunciations that could sound different and make them laugh or certain unethical behaviors that would come up more and more, comments in French on a supposedly joke tone from the Manager asking his lead Yancey Larochelle-Williams in French : "Where did you find this old pain..." as I was insisting on using certain words in marketing documents.

I was doing a lot of the work, the new recruit did not understand much and I was helping her as much as I could. She was the Team lead Yancey-Larochelle-Williams's referral and expected to get a monetary reward after 6 month of employment.

I would spend many of my lunch time at my desk as the team was late on some work even when I had no hours to make up. The French team lead had told me in front of the new recruit Ninon Cheeck, when I had not completed a doctor's appointment that was taking too long: "nobody cared about how much lunch you take..." I never applied this statement as a rule and kept on making up my hours when needed or emailing the manager if it was more than 2 hours absence.

I became tremendously tired had had had several episodes to be concerned about, in the middle of traffic once, that sounded like, according to the doctor I saw on March 8th, signs of heart attack. I was immediately referred to the cardiologist as an emergency and they've scheduled me, a few days later, to run several tests and monitor my heart. I was also recommended to avoid driving where I could get

stuck in traffic. I then started setting up all the different doctor's appointment and tried as much as possible to have them after work or at lunch.

I kept my Team lead posted on every appointment that could have generated tardiness after lunch or early release in the afternoon. On March 8th I had 3 appointments I was told might require time, therefor I when to see the Manager, Nordine Sebdki, a few days before (rules had changed and we were required to ask the Manager and then enter the PTO request or day of on the system) at his desk to ask if I could take a PTO for that day, and he asked me, without even lifting his head to look at me, why don't I make my doctor's appointments at lunch, I responded that I tried but I had to go with their availabilities, he then said "try to make it by 2:00PM half a day should be enough", I did not argued on that and said ok. The team lead had told me that he was sure I wasn't going to make it by 2:00PM but just to call him and let him know, indeed I got out around 4:00PM. For the next 4 days I stayed at my desk for lunch. I could tell that the Manager wasn't happy the next day by his looks but he never said anything until this strong verbal exchange I had with the new recruit that was getting very unethical toward the team lead and whom I overheard talking about naming her as the new team lead. I found it very inappropriate and expressed it, also I had to make her understand that we were there to work and not to chit-chat or gossip. According to the email from head of HR they must have thought that I was interested in becoming Team lead, which I was completely not due to my health issues as I need to leave by 4:00PM sharp in order to avoid traffic and minimized the risks related to my health.

The Manager called me to ask me what happened and every argument I would give him he would violently react and said, when I expressed an obvious inappropriate favoritism toward this younger recruit: "I will not tolerate such accusation in my team", "I do not believe this happened Yancey could not do that I know him very well", he was literally yelling at me without the voice, jumping on his seat with so much aggravation. After trying to have an adult conversation in vain asking him to investigate the facts after pointing out certain unethical behaviors towards me, also giving the credit of my work to this new recruit, always trying to cut my time for my doctor's appointments when some would be gone for lunch more than 2hrs (including him). He ended up looking at me very cold and furious telling me to leave my problems at home when I come to work and letting me know that as a Manager he could give me a warning that wouldn't be good for my job but instead he is trying to mediate and is taking on his time to try to fix the "situation" but that I keep giving him explanations he does not like. I was so shocked by his statements that I broke in tears, he knew I had health problems going on, maybe not in details and it was very rude and inhuman to tell me to leave my problems at home when I had to carry this heart monitor at all time for 1 month, he also saw the behavior of his colleague and friend that seats next to him. He was also part of the ones making inappropriate comments as jokes in French. He stood there cold as ice. Obviously he was not expecting me to speak the truth like that including him. The Manager's attitude was very malicious but I never expected him to get me fired like that as he was known as very sharp in getting results. Unfortunately for me it seemed that I was not the right "fit" for the team even if my work was great and fast. A new "younger" recruit was on his way to join the team so why bother keeping me especially as I maybe became dangerous for their position pointing out unethical actions on top of being aged and having health issues that might jeopardized his work pace?

From then on there was no communication with the Manager, the entire team, literally alienated me, birthdays or other events occurred I wasn't called to attend. Some people would look at me and force a smile and turn their head fast like I was the enemy or something? The work environment became very hostile; even though I was doing everything by the book as far as schedule or work I could tell that something was wrong. On March 22nd, I had a doctors appoint for witch I had previously requested a few

hours by email to the concerned staff, I had sent a Gchat message, at 8:36 at my Lead Yancey Larochelle-Williams to confirm that I was leaving, he knew what was going on health wise with me, saw the heart monitor I came back with that day.

I had to reschedule part of my doctor's appointment that day as one of the test they wanted to run, Myocardial Spect Scan, would have lasted 2 hours minimum and when I told Yancey that I would spend at least half the day there he said: "Well do what you have to do!" and walked away... Obviously my multiple doctor's appointments were bothering, even going by the rule, my health issues seemed to be a threat to my job according to the Manager and Lead's attitude towards me but I was nevertheless accomplishing a tremendous amount of work so I did not think this would be a problem at the end.

On the 26th I had, again, a doctor's appointment at lunch and was asked to urgently set up a time with the Diagnostic Radiology as my breast exam came back with a concern and they wanted me to do another mammography this time a 3D. The stress was at the most and I called my lead to let him know what was going on, explaining why I was going to take the day this time. I nevertheless offered to do some work from home when I return and he agreed.

The next morning, Thursday March 28th, when I came to work at 7:30 AM I was called by HR, Natalyia Fletsher around 7:40 and was told that being under probation my managers decided that I was not the right fit for a long term position, I was in other words fired, after trying to make me rush and sign a severance agreement I was escorted like a vulgar criminal forbidding me to gather my personal belongings, as a standard procedure I was told later!

Of course it is forbidden for a fired employee to return to his desk as the computer, property of the Company may contains evidences the employee may have and may use against the company to prove unethical whereabouts or simply prove a perfect work ethic! (All my personnel drafts on researches I had made for certain technologic terms were kept among other post-its and notes, those were my intellectual properties and they were never returned to me by the mail as said by HR)

I was under shock and completely not expecting that as my work was done with great commitment and professionalism, I was even working from home to make sure our team would be on time. When I asked the reasons for my termination, Natalyia Fletsher responded: "I am sorry I couldn't discuss that with you" and she asked for my badge. She also explained to me how my insurance was cancelled the same day at midnight witch sounded like a sentence to death according to my resent health burden.

On April 10th I have emailed the CEO, John Marshall asking for a comprehensive check out as it was obvious how I was wrongfully terminated due to inappropriate favoritism, and personal unethical choices. The same day I received an email from Natalyia Fletsher with a subject saying "Follow up" telling me that she hoped I was doing well and asking me if I had any question for her, also if I was ready to sign my severance agreement. Reminding me that the next payroll cutoff was the following Monday.

I never responded to that email I found very insulting. Two days later I have received another email, this time signed by the head of HR emailing me on behalf of John Marshall with different arguments that had nothing to do with the content of my email to the CEO. I did respond to that email giving her my version of certain facts as she had obviously gotten the Manager and team lead's version for certain facts and had also asked her if "following up" with fired employees was a standard procedure as well? I of course never received any answer.

I am being forced now to go to France to seek proper medical treatment to avoid irremediable health consequences, I am very lucky to have this possibility. Today I am battling with Graves disease a thyroid, hyperactivity mostly caused by stress, on top of the other risks I was already under then.

In my case, based on the Manager's power of say and wrong choices, one's job and benefits can be unethically and wrongfully taken overnight regardless of the consequences the employee might have to face and maybe even die from as long as the company can hide behind a probation period or at Will law and never suffer in any ways, offering a \$1700 severance check? How can employees like me be protected from such discriminations and humiliation?

Thank You for reading this.

9. The alleged illegal activity took place at AIRWATCH
1155 PERIMETER CENTER WEST
ATLANTA, GEORGIA 30328

10. A. X I have filed a charge with the Equal Employment Opportunity Commission regarding defendant(s). (I have attached a copy of my charge(s) filed with the Equal Employment Opportunity Commission, which are incorporated into this complaint.

B. I have not filed a charge.

11. A. X I received a Notice of Right-to-Sue letter from the Equal Employment Opportunity Commission on JUNE 26TH 2013 (date). (I have attached a copy of the Notice of Right-to-Sue which is incorporated into this complaint.)

B. I have not received a Notice of Right-to-Sue letter from the Equal Employment Opportunity Commission.

12. State what relief you are seeking from the Court. If you are seeking a monetary award (back pay or damages), state the amount you are seeking. If you are seeking injunctive relief (an order by the Court) issued against the defendant(s) summarize what should be in the order.

PUNITIVES DAMAGES ; \$300 000.00

WITH AN EMAIL WITH APOLOGIES FOR BEING WRONGFULLY TERMINATED


COMPENSATORY DAMAGES : FOR HUMILIATION, STRESS CONSEQUENCES

MEDICAL EXPENSES : \$350 000. 00

FRONT PAY : \$450 000.00

SEPTEMBER 23RD, 2013

Date



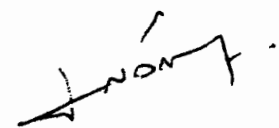
Signature of Plaintiff

Address: 42 POPLAR STREET

PORTERDALE, GA 30014

Telephone: 678-886 2635

EEOC Form 5 (11/09)

CHARGE OF DISCRIMINATION This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.		Charge Presented To: _____ Agency(ies) Charge No(s): 410-2013-04278	
		<input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC	
and EEOC			
_____ State or local Agency, if any			
Name (indicate Mr., Ms., Mrs.) Ms. Nathalie Ndaw		Home Phone (Incl. Area Code) (678)886-2635	Date of Birth 12-03-1964
Street Address 42 Poplar Street, Porterdale, GA 30014		City, State and ZIP Code	
Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)			
Name AIRWATCH		No. Employees, Members 500 or More	Phone No. (Include Area Code) (404) 478-7500
Street Address 1155 Perimeter Center West, Sandy Springs, GA 30328		City, State and ZIP Code	
Name		No. Employees, Members	Phone No. (Include Area Code)
Street Address		City, State and ZIP Code	
DISCRIMINATION BASED ON (Check appropriate box(es).) <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> RETALIATION <input checked="" type="checkbox"/> AGE <input checked="" type="checkbox"/> DISABILITY <input type="checkbox"/> GENETIC INFORMATION <input type="checkbox"/> OTHER (Specify) _____		DATE(S) DISCRIMINATION TOOK PLACE Earliest Latest 02-15-2013 03-28-2013 <input checked="" type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):			
<p>I. I began my employment with the above named employer on January 21, 2013, s a French Translator. In or around February 2013, I informed my management that I was a person with a disability. From February 2013 through March 2013, I was subjected to a hostile work environment in the form of being yelled at and excluded from team events. On March 28, 2013, I was discharged.</p> <p>II. No reason was given for the hostile environment. The reason given for the discharge was my probationary period.</p> <p>III. I believe I have been discriminated against because of my age (48), in violation of The Age Discrimination in Employment Act of 1967, as amended and because of my disability in violation of Title I of the Americans with Disabilities Act of 1990, as amended.</p>			
I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.		NOTARY - When necessary for State and Local Agency Requirements	
I declare under penalty of perjury that the above is true and correct.		I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. SIGNATURE OF COMPLAINANT	
May 30, 2013 Date		SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)	
 Charging Party Signature			



State of Georgia
Department of Labor

SEPARATION NOTICE

1. Employee's Name Nathalie Ndaw Colato 2. SSN 614-74-7982

a. State any other name(s) under which employee worked. _____

3. Period of Last Employment: From 1-21-2013 To 3-28-2013

4. REASON FOR SEPARATION:

a. LACK OF WORK ☐

b. If for other than lack of work, state fully and clearly the circumstances of the separation: Employment at will

5. Employee received payment for: (Severance Pay, Separation Pay, Wages-In-Lieu of Notice, bonus, profit sharing, etc.)
(DO NOT include vacation pay or earned wages)

Severance (type of payment) in the amount of \$ 1,730.77 for period from 3-29-13 to 4-12-13

Date above payment(s) was/will be issued to employee Once severance is signed & the next pay roll run.

IF EMPLOYEE RETIRED, furnish amount of retirement pay and what percentage of contributions were paid by the employer.
_____ per month _____ % of contributions paid by employer

6. Did this employee earn at least \$3,500.00 in your employ? YES ☒ NO ☐ If NO, how much? \$ _____
Average Weekly Wage _____

Employer's Name AirWatch

Address 1155 Perimeter Center W.
(Street or RFD)

City Atlanta State GA ZIP Code 30338

Employer's Telephone No. 404-902-4816
(Area Code) (Number)

Ga. D. O. L. Account Number _____
(Number shown on Employer's Quarterly Tax and Wage Report, Form DOL-4.)

I CERTIFY that the above worker has been separated from work and the information furnished hereon is true and correct. This report has been handed to or mailed to the worker.

[Signature]
Signature of Official, Employee of the Employer
or authorized agent for the employer

HR
Title of Person Signing

3-28-13
Date Completed and Released to Employee

NOTICE TO EMPLOYER

At the time of separation, you are required by the Employment Security Law, OCGA Section 34-8-190(c), to provide the employee with this document, properly executed, giving the reasons for separation. If you subsequently receive a request for the same information on a DOL-1199FF, you may attach a copy of this form (DOL-800) as a part of your response.

NOTICE TO EMPLOYEE

OCGA SECTION 34-8-190(c) OF THE EMPLOYMENT SECURITY LAW REQUIRES THAT YOU TAKE THIS NOTICE TO THE GEORGIA DEPARTMENT OF LABOR CAREER CENTER IF YOU FILE A CLAIM FOR UNEMPLOYMENT INSURANCE BENEFITS.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION.

DOL-800 (R-8/05)

SEPARATION AGREEMENT AND RELEASE

This SEPARATION AGREEMENT AND RELEASE (the "Agreement") is entered into between AirWatch, its subsidiaries and affiliated companies (collectively, "Employer" or "Company") and Nathalie Ndaw Colato ("Employee").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. **Separation from employment.** Employee agrees that Employee's employment is terminated as of March 28, 2013 (the "Termination Date") and that, as of that date, Employee agrees that Employee is no longer authorized to transact business or incur any expenses, obligations or liabilities on behalf of Employer. Within 3 days of the Termination Date, Employee agrees to return to Employer any and all Employer property in Employee's possession, including but not limited to, information, manuals, credit cards, software, and equipment acquired during Employee's term of employment.
2. **Consideration for signing.** In consideration for Employee signing this SEPARATION AGREEMENT AND RELEASE and abiding by its terms, once this Agreement is effective as defined in paragraph 16 below, Employee shall receive:

A. Severance in the amount of \$1,730.77 to be paid in one (1) installment with proper withholdings for taxes and paid on the first consecutive payroll date following the Effective Date of this Agreement.

Employee acknowledges that these Benefits constitute value to which Employee is not already entitled and are being given to Employee in exchange for executing this Agreement and abiding by its terms.

This offer expires if the Agreement is not signed and returned within 21 calendar days of March 28th, 2013.

3. **No additional benefits.** Employee acknowledges and agrees that Employee shall receive no benefits additional to those set forth above as consideration for signing this Agreement and abiding by its terms.
4. **Customer non-solicitation.** Employee agrees that for a period commencing on his Termination Date and expiring one year from that date, Employee will not, without the Company's prior written consent, initiate contact with, solicit, or attempt to solicit, on his own or another's behalf, any Customer (as defined below) with whom Employee has had material contact in the one-year period immediately preceding his Termination Date for the purpose of offering, selling, or licensing mobile device related software and services. For the purposes of this Customer non-solicitation provision, a Customer means any current customer of the Company or any prospective customer of the Company that was actively sought and contacted by the Company during the one-year period immediately preceding the Termination Date.
5. **Employee non-solicitation.** Employee agrees that for a period commencing on his Termination Date and expiring one year from that date, Employee will not, without the Company's prior written consent, call upon, solicit, or recruit, or assist others in calling upon, soliciting, or recruiting any employee of the Company within the United States who was employed by the Company during Employee's employment with the Company for the purpose of hiring such person away from the Company or otherwise encouraging such person to leave the employ of the Company.

I have read this Agreement, I understand its contents, and I willingly, voluntarily, and knowingly accept and agree to the terms and conditions of this Agreement. I acknowledge and represent that I received a copy of this Agreement on March 28, 2013.

EMPLOYEE:

Nathalie Ndaw Colato

Date

EMPLOYER

Nataliya Fleshler

Date